**CONCESSIONAIRE CONTRACT**

Contract Number:

This Concessionaire contract by and between the Commander Navy Installations Command (CNIC) Non-Appropriated Funds hereinafter referred to as the Nonappropriated Fund Instrumentality (NAFI) and

 hereinafter referred to as the Concessionaire, is for for a base period of .

CONCESSIONAIRE SHALL:

1. Provide products or services of a quality satisfactory to the NAFI Contracting Officer or his or her authorized representative.
2. Submit a listing of items, with corresponding selling prices, to the Contracting Officer for approval or disapproval action. The final approved listing is considered a part of this agreement. Before beginning performance, the Concessionaire shall place the price list in a conspicuous spot for patrons to see.
3. At Concessionaire's own expense, obtain all permits, give all necessary notices, pay all license fees, and comply with all municipal, prefectural, and national laws, rules, ordinances, and regulations, and any publication published by the military relating to public health or applicable to the business carried out under this agreement and assume complete and sole liability for all national, state, and local taxes applicable to the property, income and transactions of the concession.
4. Comply with all applicable laws pertaining to wages, workers' compensation, equal opportunity, Service Contract Act, and so forth, as implemented by Navy directives and required by law.
5. Comply with all memoranda, bulletins, and letters of instruction issued by or in behalf of the NAFI Contracting Officer.
6. Keep the concession area clean, orderly, attractive, secure, and in a safe and sanitary condition to the satisfaction of the NAFI Contracting Officer, but make no alterations to Government furnished property or premises.
7. Employ only persons who meet the health standards prescribed by law or regulations which pertain to the jobs for which they are hired.
8. Furnish a sufficient number of trained employees for the efficient performance of this contract. Concession personnel shall meet the health and security standards prescribed by applicable regulations, and shall obtain installation passes and permits and security clearances as applicable. Concession personnel shall give prompt and courteous treatment to authorized customers and shall be neatly dressed and meticulous in their personal grooming at all times. Concessionaire shall provide employees clean uniforms, or when uniforms are not required, ensure that all clothing worn by employees is clean and in good condition at all times.
9. Remove from employment in the concession, at the request of the NAFI Contracting Officer, any servant, agent or employee of the Concessionaire if, in the opinion of the NAFI Contracting Officer or his/her authorized representative, the conduct of such person, while in and about the premises covered by this contract, interferes with proper services or discipline.
10. Furnish, at Concessionaire's own expense (if required by the Contracting Officer) suitable bags, "sold" labels, and so forth, for securing a customer's purchase. If required, the packaging will be as approved by the Contracting Officer. All items will be marked to reflect the selling price.
11. Furnish, at Concessionaire's own expense, all trade fixtures, tools of the trade, and supplies required for performance of this contract.
12. Provide products to sell that are marketable and sufficient for use intended, and not "seconds" as the term is usually understood in the trade. As a minimum, they will be equal to products provided by first quality commercial establishments. All items will be acceptable to the customer and the Contracting Officer and will be subject to inspection and test for workmanship and quality at all times by the Contracting Officer or designee. Any item found to have a latent defect(s) may be returned to the Concessionaire for replacement or refund as determined by the Contracting Officer.
13. Agree to adhere to the NAFI policy of customer satisfaction guaranteed and shall be responsible for refunds to customers due to customer dissatisfaction with an item or due to overcharges. All customer complaints, claims, and refunds will be resolved and made at Concessionaire's expense. Any disagreement that cannot be resolved between Concessionaire and the customer will be referred to the Contracting Officer, whose decision will be final and not subject to the Disputes clause. If Concessionaire fails to timely process complaints or claims and make refunds, NAFI may settle

customer complaints or claims and make such refunds, and charge the Concessionaire's account.

1. Obtain insurance for all non-Government property and merchandise used by the Concessionaire in the operation of the concession against theft, fire, storm, flood, and damage, or destruction through any other force of nature in accordance with attached clause titled "Insurance."
2. Be responsible for all operating expenses not expressly undertaken by the NAFI. Concessionaire operating expenses are to include

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1. Turn over the entire daily receipts of the concession to the NAFI at the end of each day or as otherwise specified in this contract.
2. Maintain control sheets, showing all income received, according to instructions prescribed by the NAFI. Any failure

by the Concessionaire, its servants, employees, or agents to enter all monies received on these control sheets will be cause for immediate cancellation of this contract and the basis for criminal action against the Concessionaire.

1. Accept national charge cards customarily recognized in commercial trade for customer payment of purchases (optional). Concessionaire is responsible for the payment of any fees, charge backs, or other costs levied by the charge card companies.
2. Prepare a Concessionaire Settlement Report at the conclusion of the sales period or as specified by the Contracting Officer. Report shall be signed by the Concessionaire showing the gross sales for the period and percent due the NAFI, and giving the NAFI the fees due for that period. The Navy Audit Service personnel or any person designated by the NAFI shall have the right to inspect or audit the accounts and methods of internal control established by the Concessionaire and to make such inspections or audits as may be considered necessary to ensure strict compliance by the Concessionaire with all provisions of this agreement and with applicable Navy regulations.
3. The NAFI may charge the Concessionaire for a dishonored check received from the concessionaire, except when the bank acknowledges the return to be the result of bank error or the return is the result of a NAFI error. The amount charged by the NAFI will not exceed the administrative amount normally charged NAFI customers for dishonored checks. The Contracting Officer may require payment to

be made in cash, certified check, or cashier's check.

1. The Concessionaire shall charge for merchandise or services involved only those prices established in the Price Schedule.

CONCESSIONAIRE SHALL NOT:

1. Represent or permit itself to be represented to the public as an agent or employee of the NAFI by the use of the name of the NAFI on letters, bills, signs, or by any other means. The Concessionaire, its servants, agents, and employees, are in no sense agents of the United States, the NAFI, the Commanding Officer of the installation within which the concession exists, or of any other entity having to do with the operation of NAFI

business.

1. Sell, remove or in any way alter any property which is owned by the NAFI or any other part of the Federal Government and is used in the operation of the concession.
2. Engage in or permit gambling or possession or use of any gambling device on the concession premises.
3. Sell, deal in, or otherwise possess or transfer, on the concession premises, any form of intoxicating liquors or narcotics.
4. Loan money to or borrow money from customers or others, which includes Federal Government (including NAFI) employees and military personnel.
5. Sell merchandise or services for anything other than US currency.
6. Sell merchandise or services on credit.
7. Give or offer to any officer or employee of the NAFI, or any other part of the Federal Government, any gift, privilege, special benefit, discount, or anything else of material or personal nature whereby the individual or employee would receive preferential treatment.

THE NAFI WILL:

Furnish sufficient quantities of space, heat, water, and electricity to satisfy the normal needs of Concessionaire for lighting, heating, drinking, sanitation, and the operation of suitable support

equipment therefore. NOTE: If the Concessionaire is required to reimburse the United States Government for utilities furnished, the reimbursement will be at rates set by the Commanding Officer.

CONTRACT DURATION:

1. This agreement shall be for ( ) days, ( ) months, ( ) year(s) from the effective date of this contract unless sooner terminated as hereinafter provided. The contract may be

extended for additional periods (when in the best interest of the Government, price and other factors considered). The extensions may not exceed ( ) days, ( ) months, ( ) year(s). In no event, however, will the period of performance exceed ten (10) years.

1. This agreement will be automatically terminated in the event the NAFI is liquidated. This agreement may be terminated by either

party upon

days written notice. If the Contractor fails

substantially without good cause to perform his agreements under this contract, the NAFI may terminate this contract under the clause titled "Termination for Default."

1. Upon expiration of this contract or upon termination as provided herein, Concessionaire's property shall be immediately removed from the premises. Upon failure to do so, the NAFI may cause such property to be removed at the Concessionaire's expense.
2. Any money due and payable to the NAFI from the Concessionaire as a result of this contract shall remain due and payable.

TAXES.

1. Where a state law imposes a sales tax on the sale of the item and/or service by the Concessionaire to the authorized customer, the sales tax will be separately stated from the sales price, added to the price in the price schedule and collected from the customer.

A price list will be kept conspicuously posted at each place of business of the concession. Articles stocked for sale will be individually price marked.

1. The Concessionaire assumes complete and sole liability for all federal, state, host country, and local taxes applicable to the property, income, and transactions of the Concessionaire, and where required by applicable laws and regulations, will collect and remit to the state applicable sales taxes. Sales taxes which have been collected are excluded from the computation of gross receipts in the determination of the fee payable to the NAFI. The amount of

taxes so excluded will not exceed the actual sum payable to the state.

Where required by state law or regulation, Concessionaire shall obtain and conspicuously display the state sales tax permit.

1. The Concessionaire warrants that the contract prices or other considerations do not include any tax or duty from which the Concessionaire is exempt under the laws of the United States, State, or host country wherein contract performance is effected. If any such tax or duty has been included in the pricing or consideration through error or otherwise, the contract pricing or consideration shall be correspondingly reduced or adjusted. If for any reason after the contract date, the Concessionaire is relieved in whole or in part from the payment or the burden of any tax or duty included in the contract pricing or other consideration, the contract pricing and/or other consideration shall be correspondingly reduced or adjusted.

PREMISES.

The assignment of space is revocable and is not construed as the creation of tenancy. Concessionaire is liable for any damage to or loss of the premises and NAFI furnished property or injury to persons resulting from acts or omissions of Concessionaire, its employees, or agents whether or not covered by insurance. Sublet of any of the premises assigned or assignment to another concession is not authorized. Use of the premises and NAFI furnished property for any purpose other than those specifically set forth, or unauthorized use by any of its agents, representatives, or employees is prohibited. IMPORTANT: Concessionaire shall not make any alterations to Government owned equipment or facilities.

Concessionaire will comply with the installation fire and safety regulations, and applicable health and sanitation regulations.

Concessionaire will post or display on the premises any sign furnished by the NAFI.

TERMINATION:

1. Notwithstanding the attached clause titled "Termination for Convenience" relative to termination of this Concessionaire contract, it is mutually agreed that this contract may be terminated

by either party upon

days written notice to the other party.

1. Upon termination or expiration of this contract, Concessionaire will promptly settle its account with the NAFI, including payment in full of all amounts due, yield up the facilities and all

NAFI-furnished property, clean and leave

premises in as good order and condition as when received (damage due to acts of God or the US Government, and ordinary wear and tear excepted), surrender all installation passes, decals, and so forth, and complete satisfactory settlement of all customer complaints and claims. Termination of the Concessionaire contract does not release the Concessionaire from the obligation to satisfactorily settle customer complaints and claims. The Concessionaire will promptly remove all Concessionaire-furnished trade fixtures, tools of the trade, and supplies. On failure to remove the Concessionaire's property, the Contracting Officer may cause Concessionaire's property to be removed and stored in a warehouse at the Concessionaire's expense. If the Concessionaire is indebted to the NAFI, the Concessionaire authorizes and empowers the Contracting Officer to take possession of the Concessionaire's property and dispose of same by public sale without notice, and out of the proceeds of sale, satisfy all costs and indebtedness to NAFI.

CLAIMS BY CONCESSIONAIRE:

1. No claim by the Concessionaire relating to this contract may be considered by the Contracting Officer unless such claim is submitted in writing to the Contracting Officer not later than 90 days after the effective date of termination or expiration of this Concessionaire contract.
2. The Concessionaire shall indemnify, save harmless, and defend the NAFI, U.S. Navy and the Federal Government from and against any and all claims, demands, actions, debts, liabilities, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss or damage to the property of the injuries or to death of any and all persons whatsoever, in any manner caused or contributed to by the Concessionaire, or the Concessionaire's agents, servants, or employees while in, upon, or about the military installation wherein the concession is located, or while going to or departing from the same and to indemnify and save harmless the NAFI from and on account of damages of any kind which the NAFI may suffer as the result of the acts of any of the Contractor's agents, servants, or employees in or about said military installation.

NONWAIVER OF DEFAULTS:

Any failure by the NAFI to enforce or require strict performance

of any terms or conditions of this Concessionaire contract will not constitute a waiver, and will not affect or impair such terms and conditions in any way or affect the right of the NAFI at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.

Print Name of Contracting Officer Print Name of Concessionaire

Signature - Contracting Officer Signature - Concessionaire

Social Security Number

Date Date

Address & Phone Number Address & Phone Number